IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.7027 OF 2005

Ramesh Bhausaheb Sonavane Applicant

versus

State of Maharashtra Respondents

Ms.Manjula Rao i/by V.V.Palnitkar for applicant.
Mr.K.V.Saste, APP for respondents.

CORAM : S.C.DHARMADHIKARI, J.
DATE : 23rd November 2005

PC :

1. By an order dated 27th October 2005 this Court had granted interim protection to the applicant and the matter was adjourned to 16th November 2005. On 16th November 2005 once again at the request of learned APP it was adjourned till today.

2. The applicant is apprehending his arrest in connection with C.R.No.212 of 2005 of Phaltan Police Station, District Satara for offences punishable under sections 406, 420, 467, 468 and 471 of IPC..

3. The case of the applicant is that he is serving as a Conductor with Maharashtra State Road Transport Corporation (MSRTC) and posted at Phaltan Depot for past 19 years. He along with other employees of the MSRTC has formed a co-operative housing society and registered it with the Registrar of Co-operative Societies. The applicant is the Chairman. The applicant and others formed the said society with a view to make available residential accommodation to their colleagues at cheaper rates.

4. One Anil Gosavi who had filed FIR, is the member of the said housing society. It is his case that he paid some amounts and a flat was to be allotted to him. It is his grievance that he paid an amount of Rs.55,000/- as advance up to 17th July 2000. The agreement was to allot Flat No.3 to him. In phase-wise programme the project was being implemented. Some three buildings consisting of 43 flats are completed. The respective members who had paid their requisite sums, either on their own or through loans, were put in possession of the flats. Now two flats are vacant. The grievance of said Gosavi is that the applicant was handed over three blank

cheques. It is his case that these cheques were handed over because said Gosavi arranged a loan from Vai Urban Bank. However, it is his grievance that the flat no.3 which was to be allotted to him, came to be allotted to one Motiram Moholkar. The allegation is that the applicant did not repay the loan due as assured, and therefore, he was cheated. In the application, the present applicant has clearly set out that same grievance was made by some eight other persons. As far as these persons, in the application, the explanation is set out inasmuch as either the allotment was given up voluntarily or that it could not be secured for the reasons attributable directly to the acts of these persons. As far as complainant is concerned, a specific case set out is that he came forward and agreed to forgo his arrangement in favour of said Moholkar and that is how Mr.Moholkar was allotted the flat in question. The entire amount which was handed over by the complainant, was in fact being offered to him. But for the reasons best known to him, he chose not to collect the same. The entire transaction is complete way back in the year 2000 and no grievance was made by the said complainant. On the other hand, it is alleged in the complaint

that the complainant himself along with several others, was office bearer of one Patpedhi (Credit Society) of the employees of the MSRTC.. They misappropriated huge amounts. One such amount was due to the applicant himself and when he claimed the said amounts from complainant in the present C.R. the office bearers of the said Patpedhi including the complainant joined hands and have involved the applicant in the false case with a view to malign him and tarnish his image. It is pointed out that there are no antecedents and the applicant continues to be an employee of MSRTC. The necessary documents including proof of permanent residence is annexed to the application.

5. From a perusal of the relevant materials and after hearing the learned counsel, in my view, the dispute, prima facie, appears to be on account of allotment of a flat in the society. The payment of amounts in pursuance of an agreement for sale of immovable property is the basis of the grievance. The applicant has been protected by an interim order and while doing so this Court imposed conditions upon him of attendance at local police station.

6. Ms.Rao appearing for the applicant states that the applicant is willing to attend the local Police Station and hand over all the documents as well as answer all the queries with regard to the transaction in question. In fact, to the application itself, photocopies of the agreements, the cheques, the accounts have been annexed. In addition, whatever is necessary, would be handed over, is the stand of the applicant.

7. Considering the fact that the applicant has no criminal antecedents and that the transaction being prima facie civil in nature, interest of justice would be served if the applicant is granted anticipatory bail. Accordingly following order.

8. (i) In the event of arrest of the applicant in connection with C.R.No.212/2005 registered at Phaltan Police Station, Phaltan, Dist. Satara, the applicant shall be enlarged on bail subject to payment of Rs.10,000/- (Rs.Ten thousand only) in cash with one solvent surety in the like sum. The surety is to be furnished within two weeks.

(ii) The applicant shall attend Phaltan Police

Station, District Satara initially for a period of one week between 11.00 a.m. to 5.00 p.m., and thereafter twice a week between 10.30 a.m. to 12.30 p.m..

(iii) The bail is granted subject to condition that the applicant shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of accusation against him so as to dissuade him from disclosing such facts to the Court or to the Police Officer/Investigating Agency. The applicant shall not tamper with the prosecution evidence.

(iv) Any observation made in this order shall not be construed as any finding or any expression of opinion on the merits of the case at the time of trial.

(v) This order will enure to the benefit of the applicant only till charge sheet is filed. Thereafter, he will be free to apply to the appropriate Court for appropriate relief.

(vi) Application is disposed of in the above terms.

(S.C.DHARMADHIKARI, J.)